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QUITCLAIM DEED WITH COVENANT  
032093

HANNAFORD BROS. CO., a Maine corporation with a principal place of business in Scarborough, County of Cumberland and State of Maine ("GRANTOR") for full value and consideration paid, hereby grants to P.J.C. REALTY CO., INC., a Delaware corporation with a principal place of business at and mailing address of 50 Service Avenue, Warwick, Rhode Island 02886 ("GRANTEE"), with QUITCLAIM COVENANT, the real estate known as 10 Concourse, situated on the northeasterly side of Spring Street in the City of Waterville, County of Kennebec and State of Maine, and more particularly described as Parcels One and Two on EXHIBIT A attached hereto and made a part hereof; and subject to those easements and restrictions more particularly set forth on said Exhibit.

By delivery and acceptance of this deed, GRANTEE covenants and agrees that no portion of the premises hereby conveyed shall be leased, occupied or used, directly or indirectly, for a supermarket, grocery store or any business engaged in the sale of fresh seafood, meat, poultry, produce or vegetables, and fresh bakery products, or any combination of the foregoing, for off-premises consumption, excepting incidental quantities sold by a store primarily engaged in another business. The foregoing restrictive covenant shall run with the land and be binding upon the GRANTEE, its successors, assigns, transferees, tenants and licensees, and shall be enforceable by the GRANTOR, its successors and assigns. If any provision of the foregoing restrictive covenant or the application thereof at any future time or to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the restrictive covenant, or the application of such provision for times and to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the restrictive covenant shall be valid and enforced to the fullest extent permitted by law.

Reference is hereby made to the following deeds and certificates recorded in the Kennebec County Registry of Deeds:

1. Deed from Waterville Urban Renewal Authority to Cottle Realty Co. dated November 3, 1966, and recorded in said Registry of Deeds in Book 1430, Page 927;

2. Deed from Inhabitants of the Municipality of Waterville to Cottle Realty dated October 28, 1977, and recorded in said Registry of Deeds in Book 2058, Page 329;
3. Corrective Deed from the City of Waterville to Cottle Realty Co. dated December 14, 1977, and recorded in said Registry of Deeds in Book 2094, Page 289; and
4. Certificate of Articles of Merger dated November 17, 1995, and recorded in said Registry of Deeds in Book 5028, Page 247, evidencing the merger of Cottle Realty Co. into Cottle's Food Centers, Inc., and the change of name of the surviving corporation to Cottle's Shop 'n Save, Inc.
5. Certificate of Articles of Merger dated December 19, 1995, and recorded in said Registry of Deeds in Book 5048, Page 87, evidencing the merger of said Cottle's Shop 'n Save, Inc. into Hannaford Bros. Co.

48-302

IN WITNESS WHEREOF, the GRANTOR has duly caused this Quitclaim Deed with Covenant to be executed in its name this 15<sup>th</sup> day of December, 1997.

WITNESS:

Michelle M. PowellMichelle M. Powell

HANNAFORD BROS. CO.

By: [Signature]Print Name: Larry A. PlotkinIts: Senior Vice PresidentBy: [Signature]Print Name: Garrett D. Bowne, IVIts: Vice President + Treasurer

STATE OF MAINE  
CUMBERLAND, SS.

December 15, 1997

Then personally appeared the above-named Larry A. Plotkin,  
Senior Vice President of said HANNAFORD BROS. CO. and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

[Signature]  
~~Notary Public~~ Attorney-at-LawPrint Name: Emily Dickinson

My Commission Expires: \_\_\_\_\_

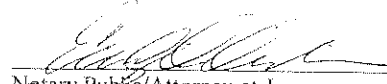
STATE OF MAINE  
CUMBERLAND, SS.

December 15, 1997

48-302

Then personally appeared the above-named Garrett D. Bowne, IV,  
Vice President + Treasurer of said HANNAFORD BROS. CO. and acknowledged the foregoing  
instrument to be his free act and deed in his said capacity, and the free act and deed of said  
corporation.

Before me,



Notary Public/Attorney-at-Law

Print Name: Emily Dickinson

My Commission Expires: \_\_\_\_\_

EXHIBIT A

PARCEL ONE A certain lot or parcel of land with the buildings thereon situated in the City of Waterville, County of Kennebec and State of Maine, being part of the Urban Renewal Plan in the City of Waterville captioned "Charles Street Urban Renewal Project Me. R-6" and bounded and described as follows, to wit:

48-302

Beginning at a point one hundred thirty-seven feet (137') easterly of the east line of Elm Street and ninety-five (95') northerly of the southerly line of Spring Street; thence northerly parallel to and one hundred thirty-seven feet (137') distant from the easterly line of said Elm Street for a distance of thirty feet (30'); thence westerly perpendicular to the last mentioned line a distance of ten feet (10'); thence northerly perpendicular to the last mentioned line a distance of one hundred fifty-five feet (155'); thence easterly and perpendicular to the last mentioned line a distance of one hundred seventy-three feet (173'); thence southerly perpendicular to the last mentioned line one hundred eighty-five and fifty-two hundredths feet (185.52') to a point which is ninety-five feet (95') northerly of the south line of Spring Street; thence westerly at an interior angle of 89° 49' a distance of one hundred sixty three feet (163') to the point of beginning.

This last mentioned line is parallel to and ninety-five feet (95') northerly of the south line of Spring Street.

Together with certain rights and easements appurtenant thereto granted by Waterville Urban Renewal Authority to Cottle Realty Co. by deed dated November 3, 1966, and recorded in said Registry of Deeds in Book 1430, Page 927, and set forth therein as follows:

1. A six foot (6') wide easement around the aforesaid northerly, easterly, southerly and westerly boundaries of the above described premises for the sole and exclusive purpose of permitting the herein Grantee to construct and maintain submerged footings for the support of any building to be constructed on the above described premises; subject however, as to the said northerly boundary, to the right of the abutting owner thereof, or the successors and assigns of the abutting owner thereof, to use said easement in common with this Grantee for the same purposes and further, the right to utilize, in common, at the sole risk of such abutting owner, the actual footing along said northerly boundary provided that such utilization by the soundness of any structure built and constructed upon the Grantee's premises herein conveyed.
2. An easement twelve feet (12') in width along the land of the herein Grantor and lying next easterly of the above described premises which easement is given for the sole purpose of erecting and maintaining a canopy.
3. An easement or right to discharge and empty storm water drainage as well as sanitary or septic drainage in to the storm sewers and sanitary or septic sewers provided by or to be provided by the Grantor or others within the lands of the Grantor appurtenant to the land being conveyed hereunder and referred to as the Project Area in the Agreement hereinafter referred to as this deed.

4. An easement in common with others in title thereto for the benefit of the Grantee, its successors and assigns and their respective customers, employees and others having business with them, to use the parking areas, roadways, approaches, entrances, exits, sidewalks and pathways located within the public areas shown on a certain plan identified as Waterville Urban Renewal Authority Disposition Map No. 4A, dated July 1966 and prepared by A. Stuart Goodman Associates of New York City and being on file with the Waterville Urban Development Renewal Authority, for ingress and egress to, from and among the Property, the parking areas, service roads, public street and highways and for the purpose of parking motor vehicles in the parking areas. This easement shall terminate June 1, 2006.

48-302

PARCEL TWO A certain lot or parcel of land situated in the City of Waterville, County of Kennebec and State of Maine, bounded and described as follows:

Beginning at a point in the northeasterly line of Spring Street, so called, at the westerly corner of land conveyed by the Waterville Urban Renewal Authority to Cottle Realty Co. by deed dated November 3, 1966 and recorded in the Kennebec County Registry of Deeds in Book 1430, page 927, said point being approximately one hundred thirty seven (137) feet southeasterly along said northeasterly line of Spring Street from the southeasterly line of Elm Street; thence northeasterly along said land conveyed by the Waterville Urban Renewal Authority to Cottle Realty Co., a distance of thirty (30) feet to a corner in said land; thence northwesterly perpendicular to the last-mentioned course and along said land conveyed by the Waterville Urban Renewal Authority to Cottle Realty Co., a distance of ten (10) feet to another corner in said land; thence southwesterly perpendicular to the last-mentioned course, thirty (30) feet, more or less, to the northeasterly line of said Spring Street; thence southeasterly along the northeasterly line of said Spring Street, a distance of ten (10) feet, more or less, to the point of beginning.

PARCEL ONE AND PARCEL TWO ARE SUBJECT TO:

1. Covenants, conditions, restrictions and term and conditions of appurtenant easements as set forth in deed of Waterville Urban Renewal Authority to Cottle Realty Co. dated November 3, 1966, and recorded in the Kennebec Registry of Deeds in Book 1430, Page 927.
2. Terms and Conditions of Party Wall Agreement by and between Cottle Realty Co. and Zayre Third Realty Co. dated April 10, 1967, and recorded in said Registry of Deeds in Book 1439, Page 558.
3. Rights and easements granted to Central Maine Power Company as set forth in instrument from the City of Waterville dated August 6, 1975, and recorded in said Registry of Deeds in Book 1848, Page 14.
4. Rights and easements and/or terms and conditions as set forth in an Agreement by and between Waterville Urban Renewal Authority and Cottle Realty Co. dated May 11, 1966, and recorded in said Registry of Deeds in Book 1430, Page 817. RECEIVED KENNEBEC SS.

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ATTEST: *Patricia A. Bouché*  
REGISTER OF DEEDS